DOCUMENT RESUME

ED 286 454 HE 020 773

TITLE Collective Bargaining Agreement between Western Montana College Faculty Association (Local 4323, MFT, AFT, AFL-CIO) and the Board of Regents of Higher Education, Montana University System, July 1, 1985-June 30, 1987.

INSTITUTION American Federation of Teachers, Washington, D.C.; Montana Univ. System, Helena.

PUB DATE 85

NOTE 75p.

PUB TYPE Legal/Legislative/Regulatory Materials (090) -- Tests/Evaluation Instruments (160)

EDRS PRICE MF01/PC03 Plus Postage.

DESCRIPTORS Academic Freedom; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Faculty Evaluation; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; Nontenured Faculty; Personnel Policy; Records (Forms); Released Time; Retrenchment; *State Universities; Summer Schools; Teacher Retirement; Teacher Salaries; Tenure; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers; Dues Checkoff; Personnel Files; Union Rights

ABSTRACT

The collective bargaining agreement between the Board of Regents of Montana University System and Western Montana College Faculty Association, an American Federation of Teachers affiliate, covering the period July 1, 1985-June 30, 1987, is presented. Items covered in the agreement include: unit recognition; dues deduction; dues checkoff; nondiscrimination; academic freedom and responsibility; communications between labor and management; roles of students; association rights and responsibilities; release time; working conditions; class and course assignments; summer session assignments; workload; other employment; personnel files; patent rights and copyright interests; program grants; appointment practices; tenure, promotion, and evaluation; tenure and promotion criteria; termination of nontenured and tenured faculty; resignation; nonrenewal of probationary faculty; retrenchment; hearing procedures; management rights; faculty salaries; fringe benefits; teacher retirement; leaves; and grievance procedure. Two faculty evaluation forms are appended. (SW)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☑ This document has been reproduced as received from the person or organization originating it.

☐ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

002337

ED286454

Collective Bargaining Agreement

Between

Western Montana College Faculty Association

Local 4323, MFT, AFT, AFL-CIO

And

The Board of Regents of Higher Education Montana University System

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY
NEA
TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

July 1, 1985 Through June 30, 1987

HE020773

BEST COPY AVAILABLE

TABLE OF CONTENTS

		PAGE
1.000	PREAMBLE	1
2.000	DEFINITIONS	1
3.000	COMMISSIONER - ASSOCIATION RELATIONSHIPS	3
3.100	UNIT DETERMINATION	3
3.200	RECOGNITION	3
3.300	DUES DEDUCTION AND AGENCY SHOP	3
3.310	PAYMENT OF DUES OR AN EQUIVALENT CONTRIBUTION	3
3.320	DUES CHECKOFF	4
3.400	NONDISCRIMINATION	4
3.500	ACADEMIC FREEDOM	4
3.600	ACADEMIC RESPONSIBILITY	5
4.000	COMMUNICATIONS	6
4.100	LABOR-MANAGEMENT COMMITTEE	6
4.200	INFORMATION AND DATA	7
4.300	ACCESS TO INFORMATION	8
4.400	ADDRESSING THE BOARD	8
5.000	ROLES OF STUDENTS	8
6.000	ASSOCIATION RIGHTS AND RESPONSIBILITIES	9
6.100	FACILITIES	9
6.110	ASSOCIATION USE	9
6.120	MEETING ROOMS	9
6.130	BULLETIN BOARDS	9
6.140	CAMPUS MAIL	9
6.150	ANNOUNCEMENTS	9
6.200	DUTIES OF THE ASSOCIATION PRESIDENT	9
6.300	RELEASE TIME	10
6.310	RELEASE TIME FOR ASSOCIATION OFFICIALS	10
7.000	WORKING CONDITIONS	10
7.100	FACILITIES	10
7.110	BUILDING USE	10
7.120	OFFICE SPACE	10
7.130	TELEPHONES	11
7.200	CLASS AND COURSE ASSIGNMENT	11
7.210	SUMMER SESSION ASSIGNMENTS	11
7.220	WORKLOAD	12
7.230	EDUCATION MATERIALS	13
7.300	OTHER EMPLOYMENT	13
7.400	PAYROLL DEDUCTIONS	14

TABLE OF CONTENTS - Continued

		PAGE
7.500	PERSONNEL FILES	14
7.600	SAFE WORKING CONDITIONS	16
7.700	SAFETY AND HEALTH	16
7.800	PATENT RIGHTS AND COPYRIGHT INTERESTS	16
7.900	PROGRAM GRANTS	16
7.910	FACULTY AWARDS	16
8.000	APPOINTMENT PRACTICES	17
8.100	HIRING PROCEDURES	17
8.150	JOB DESCRIPTION	17
8.110	SEARCH COMMITTEE	17
8.115	HIRING OF NEW FACULTY	18
8.119	TYPES OF APPOINTMENTS	19
8.120	TEMPORARY PERSONNEL	19
8.125	APPOINTMENT OF ADJUNCT FACULTY	19
8.200	STATEMENT OF EMPLOYMENT	20
9.000	TENURE, PROMOTION, AND EVALUATION	21
9.100	PROBATIONARY APPOINTMENTS	21
9.110	EVALUATION OF PROBATIONARY APPOINTEES	21
9.120	USE OF EVALUATIONS	23
9.200	TENURE	23
9.210	TENURE REVIEW	23
9.220	TENURE CRITERIA	24
9.230	TENURE REVIEW PROCEDURE	25
9.240	EFFECTIVE DATE OF TENURE	26
9.250	REVIEW OF TENURE PROCEDURE	27
9.300	PROMOTION CRITERIA	27
9.310	PROMOTION PROCEDURES	28
9.320	REVIEW OF PROMOTION PROCEDURES	29
9.400	TENURE AND PROMOTION COMMITTEE	29
9.410	FACULTY SUPPORT FUNCTION	30
9.420	REPLACEMENT OF COMMITTEE MEMBERS	30
10.000	REASSIGNMENT, SUSPENSION, DISCIPLINE, AND TERMINATION OF EMPLOYMENT	31
10.100	DISCIPLINE	31
10.110	REASSIGNMENT AND SUSPENSION	31
10.120	REASSIGNMENT OF ADMINISTRATION PERSONNEL	32
10.130	TERMINATION OF NONTENURABLE FACULTY	32
10.140	TERMINATION OF PROBATIONARY FACULTY	33
10.150	TERMINATION OF TENURED FACULTY	33
10.200	RESIGNATION	33
10.300	NONRENEWAL OF PROBATIONARY FACULTY	34
10.400	TASK FORCE ON PROGRAMMATIC CHANGES	34
10.410	RETRENCHMENT	34

TABLE OF CONTENTS - Continued

		PAGE
10.415	RETRENCHMENT PROCEDURES	35
10.420	RETRENCHMENT CRITERIA	36
10.500	DISCHARGE FOR CAUSE	37
10.510	APPOINTMENT OF HEARING OFFICER	37
10.520	STATEMENT OF CHARGES	38
10.530	FACULTY MEMBER RESPONSE	38
10.540	SUPPLEMENTAL PAPERS	39
10.550	HEARING - TIME AND PLACE	39
10.560	HEARING - OPEN OR CLOSED	39
10.570	HEARING - PROCEDURE	39
10.580	HEARING OFFICER DECISION	40
10.590	EXCEPTIONS	40
10.600	DECISION OF THE PRESIDENT	41
11.000	MANAGEMENT RIGHTS	41
11.100	MANAGEMENT RIGHTS	41
11.200	SELECTION OF PRESIDENTS	42
11.300	ACADEMIC YEAR	42
12.000	COMPENSATION	43
12.100	FACULTY SALARIES	43
12.120	FACULTY SALARIES ON ACADEMIC YEAR APPOINTMENTS	43
12.130	CONTRACT CONVERSION	45
12.200	SUMMER SESSION	46
12.300	FRINGE BENEFITS	46
12.310	GROUP INSURANCE	46
12.320	UNEMPLOYMENT INSURANCE	46
12.330	WORKERS' COMPENSATION	46
12.340	RETIREMENT SYSTEM	47
12.350	EMPLOYMENT INDEMNITY	47
13.000	LEAVE POLICY	47
13.100	SICK LEAVE	47
13.110	EMERGENCY SICK LEAVE	49
13.200	PERSONAL LEAVE	49
13.300	CHILDBIRTH LEAVE	50
13.400	MILITARY LEAVE	50
13.500	PUBLIC SERVICE LEAVE	50
13.600	JURY SERVICE AND SUBPOENA	51
13.700	PROFESSIONAL IMPROVEMENT LEAVES	51
13.800	SABBATICAL ASSIGNMENT	52
13.810	FACULTY SABBATICAL	52
13.820	RULES AND CRITERIA GOVERNING SABBATICAL ASSIGNMENT	52
13.900	LEAVES OF ABSENCE AND EDUCATIONAL LEAVES	54

TABLE OF CONTENTS - Continued

		PAGE
14.000	GRIEVANCE PROCEDURE	55
14.100	GRIEVANCE PROCEDURE	55
14.200	DEFINITION	55
14.300	INFORMAL PROCEDURE FOR FACULTY COMPLAINTS	55
14.400	FORMAL PROCEDURE FOR FACULTY GRIEVANCES	55
14.500	MISCELLANEOUS PROVISIONS	57
14.600	FORMS	58
15.000	GENERAL CONTRACT PROVISIONS	58
15.100	SAVINGS CLAUSE	58
15.200	WAIVER CLAUSE	58
15.300	NON-NEGOTIABLE MATTERS	58
15.400	LEGISLATIVE ACTION	59
15.500	PRINTING COSTS	59
15.600	CONTROLLING CLAUSE	59
15.700	ENTIRE AGREEMENT	59
15.800	EXHAUSTION OF REMEDIES	59
15.900	NO STRIKE - NO LOCKOUT	60
15.910	STATUTE CHANGES	60
15.920	TRAVEL EXPENSES	60
16.000	FUTURE NEGOTIATIONS	60
16.100	NEGOTIATIONS SCHEDULE	60
16.200	DURATION CLAUSE	61
16.300	NEGOTIATIONS FORMAT	61
APPENDIX 1 - EVALUATION PROCEDURES		62
MEMORANDUM OF UNDERSTANDING		66
MEMORANDUM OF UNDERSTANDING		68

1.000 PREAMBLE

This Agreement is entered into by the Commissioner of Higher Education as agent for the Board of Regents of Higher Education on behalf of Western Montana College, hereinafter referred to as Commissioner, and the Western Montana College Faculty Association, Local 4323, MFT, AFT, AFL-CIO, hereinafter referred to as the Association, and has as its goals the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances and a formal understanding with regard to salaries, hours and conditions of employment.

The parties recognize that good faith collective bargaining is a means of achieving these goals through a process which gives legitimate expression to the concerns of the faculty members as represented by the Association and of the Western Montana College Administration and the Board of Regents as represented by the Commissioner of Higher Education.

2.000 DEFINITIONS

For the purposes of this Agreement "Parties" shall mean the Board of Regents and its agents, including the Commissioner of Higher Education and the Administration, and the Association and its agents.

2.010 For the purposes of this Agreement "Commissioner" shall mean the Commissioner of Higher Education as Agent for the Board of Regents and on behalf of Western Montana College.

2.020 For the purposes of this Agreement "Administration" shall mean the President and the other appointed administrative officers of Western Montana College who are not members of the bargaining unit.

2.030 For the purposes of this Agreement the "Board of Regents" shall mean the Board of Regents of Higher Education of the Montana University System.

2.040 For the purposes of this Agreement "Association" shall mean the Western Montana College Faculty Association, Local 4323, MFT, AFT, AFL-CIO.

2.050 For the purposes of this Agreement "Faculty" shall mean all instructional faculty represented by the certified exclusive bargaining unit.

2.060 For the purposes of this Agreement "Students" shall mean all matriculated students attending Western Montana College during the term of this Agreement.

2.070 For the purposes of this Agreement "Academic Years" will be 1 August to and including 31 May for both fiscal years 1986 and 1987.

2.080 For the purposes of this Agreement "Adequate Cause" is defined as:

1. conviction of any felony or of a crime involving moral turpitude since the date of initial appointment at the institution or the willful concealment of such crime in making application for employment;

2. uncorrected failure to carry out the responsibilities of a faculty member as listed in 3.600 Academic Responsibility, but not limited to those responsibilities so listed. Such failure must be directly and substantially related to the fitness of the faculty member in the faculty member's professional capacity as a teacher or researcher;

3. obstruction or disruption of teaching, research, administration, disciplinary procedures or other College activities or of other authorized activities on College premises;

4. theft or deliberate damage to College property or the property of a member of the College community or a campus visitor;

5. fraud or willful misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion, tenure, or salary adjustment purposes; or

6. forgery or fraudulent alteration of College records or documents.

3.000 COMMISSIONER - ASSOCIATION RELATIONSHIPS

3.100 UNIT DETERMINATION

The bargaining unit covered by the Agreement shall be composed of all faculty holding academic rank teaching seven (7) or more credit hours per semester or fourteen (14) or more hours per academic year whose current appointment is with Western Montana College, excluding deans, vice presidents, executive assistants, and the President of Western Montana College.

3.200 RECOGNITION

The Commissioner recognizes the Association as the exclusive collective bargaining representative of the unit as regularly determined by the Board of Personnel Appeals except as modified by this collective bargaining Agreement or any subsequent Agreement.

3.300 DUES DEDUCTION AND AGENCY SHOP

3.310 PAYMENT OF DUES OR AN EQUIVALENT CONTRIBUTION

All current faculty members covered by this Agreement who are not members of the Association shall, as a condition of continued employment, pay to the Association an amount equal to the total (local-state-national) dues paid by Association members as a contribution toward the Administration of this Agreement. New faculty shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any faculty member who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent.

3.320 DUES CHECKOFF

The Administration agrees, upon receipt of written authority from any faculty member, to deduct from the pay of the faculty member the monthly amount of dues or service fee in lieu of dues, as certified by the appropriate officer of the Association. The aggregate deductions of all faculty members shall be remitted, together with an itemized statement, to the appropriate officer of the Association by the 15th of the succeeding month.

3.400 NONDISCRIMINATION

Neither the Commissioner, the Administration, nor the Association shall discriminate on the basis of race, creed, color, national origin, religion, sex, physical disability, age, marital status or political beliefs.

This Agreement shall be applied equally in all cases with respect to salaries, hours and terms and conditions of employment.

The Association agrees that it shall admit to membership and represent equally all persons within the recognized exclusive bargaining unit.

The employer will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The employer will take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status.

3.500 ACADEMIC FREEDOM

The parties agree and declare that academic freedom shall be guaranteed to faculty members subject only to accepted standards of professional responsibility, including but not limited to those herein set forth.

1. The parties to this Agreement recognize and accept the importance of academic freedom to faculty members and students. Academic freedom is the right of scholars to study, discuss, investigate, teach and publish.

2. Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom with regard to instruction is fundamental for the protection of the rights of the faculty member in teaching and of students to freedom in learning.

3. The faculty member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties.

4. The faculty member is entitled to freedom in the classroom in discussing the subject, but should be careful to present various scholarly views related to the subject and should avoid presenting totally unrelated material.

5. The concept of freedom should be accompanied by an equally demanding concept of responsibility. Faculty members are citizens, members of learned professions and officers of an educational institution. When they speak or write as individual citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As men and women of learning and educational officers, they should remember that the public may judge their professions and their institution on the basis of their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that they are not institutional spokespersons.

3.600 ACADEMIC RESPONSIBILITY

In addition to their general academic responsibilities the faculty members accept the following specific responsibilities with respect

to that portion of their professional duties which are performed on campus. The faculty member shall:

1. maintain professional competence and keep personal knowledge current by continuous reading, and/or research and/or continued education;

2. perform the duties of a faculty member:

   a. to meet all assigned classes and to inform the Vice President of Academic Affairs of any absences;

   b. to be available to students for advising, personal contact, and discussing academic assessment including evaluation of performance and final grades;

   c. to keep current the content of all courses assigned and to teach each course according to high professional standards, recognizing that styles and techniques vary among individual faculty members and disciplines;

   d. to accept departmental and College duties; and

   e. to participate in the efforts to improve the quality of Western Montana College;

3. present to the students and the Vice President of Academic Affairs, within the first week of class each semester, a written description indicating the Professor's objectives, the student's responsibilities and specific criteria for the grading system to be utilized.

4.000 COMMUNICATIONS

4.100 LABOR-MANAGEMENT COMMITTEE

A joint labor-management committee to discuss mutual concerns shall be established and shall meet during the academic year. The committee shall consist of proportionate representation from faculty and Administration, but in no circumstances shall there be

fewer than two faculty and two Administration members. The parties agree that the President of the Associated Students of Western Montana College may be invited to participate in those discussions not concerned with personnel actions of a private or sensitive nature. It is not the purpose of this committee to negotiate items in this Agreement, and the committee shall not be used as a by-pass of grievance procedures laid down in the Agreement.

One of the purposes of the labor-management committee is to attempt to resolve disagreements regarding policy changes which involve faculty benefits and working conditions not covered by this Agreement. The Commissioner and the Administration have and shall retain all rights conferred by law and current policy except as modified by this Agreement. The faculty has and shall retain all rights and benefits conferred by law, and shall retain the benefit of policies specifically applicable to the faculty as a whole in effect subsequent to July 1, 1974, except as modified by this Agreement. Covenants made between individual faculty members and this or any previous Administration shall not be recognized. The committee may resolve any differences by mutual agreement. Unresolved differences shall be placed on an agenda for subsequent negotiations.

4.200 INFORMATION AND DATA

The Commissioner and the Administration shall make available to the Association upon its request and within a reasonable time, such data and financial information as are normally available for use in the ordinary course of business. The Association shall reciprocally make available similar information to the Commissioner and the Administration. Neither the Commissioner, the Administration, nor the Association shall be required, without an effective written waiver, to provide the other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for the purposes of preparing for or conducting collective bargaining. Voluminous information shall be made available for inspection at its normal

place of retention, or, upon request, will be provided to the other party at cost.

4.300 ACCESS TO INFORMATION

The Commissioner shall supply one (1) copy of the regular Board of Regents' agenda and one (1) copy of the minutes to the Association at the same time they are mailed to the Board of Regents.

4.400 ADDRESSING THE BOARD

Officers of the Association shall have the right to address the Board on relevant topics, providing that the Association notifies the Administration and the Commissioner in writing ten (10) working days in advance of any regularly scheduled Board of Regents' meeting. Such notice shall contain a statement regarding the topic which shall be placed on the regular Board agenda.

5.000 ROLE OF STUDENTS

The Commissioner, the Administration, and the Association recognize that students are a vital factor in the efforts to improve the quality of education available at Western Montana College. It is understood by all parties that open communications with the student body are critical and that the inclusion of students in the decision-making process is both necessary and desirable. To this end it is agreed that:

Students may be represented on the following committees:

1. standing committees, such as the curriculum, athletic and library committees;

2. search committees selected to fill faculty or administrative positions.

In addition, students shall be permitted to provide input concerning pertinent matters with respect to faculty evaluation, tenure decisions, and promotion decisions as provided for in this Agreement. Due consideration shall be given to such input.

All parties shall work cooperatively with the Associated Students of Western Montana College Central Board and other College-sanctioned student organizations and shall recognize in all respects the rights and responsibilities of students as set forth in the current constitution of the Associated Students of Western Montana College and other applicable student documents.

6.000 ASSOCIATION RIGHTS AND RESPONSIBILITIES

6.100 FACILITIES

6.110 ASSOCIATION USE

The Association shall have the right to use College facilities at reasonable times when such facilities are not otherwise in use and shall reimburse the Administration for the reasonable cost of all materials and supplies used.

6.120 MEETING ROOMS

The Association has the right to meet in rooms of the College which are unscheduled for other use. The parties also agree that the Association may contact any member of the bargaining unit at that person's work location. The Association agrees that it will not disrupt the educational process at such locations.

6.130 BULLETIN BOARDS

The Administration shall assign space on official bulletin boards for the purpose of posting Association notices.

6.140 CAMPUS MAIL

The Association shall be permitted to use the College mailroom facilities for the distribution of Association communications. Such communications shall be given the same attention as other campus mail.

6.150 ANNOUNCEMENTS

Upon request, the Association shall be provided time at College faculty meetings to make brief reports and announcements.

6.200 DUTIES OF THE ASSOCIATION PRESIDENT

The Association President shall be allowed to perform such duties related to the Association which cannot be performed properly other than during normal College hours or which are a result of an emergency situation, provided that such duties do not interfere with the Association President's or other faculty member's instructional or other College responsibilities.

6.300 RELEASE TIME

Any elected or appointed officer of the Association shall upon request to the Administration and Commissioner, be granted an Association-affairs leave of absence without pay for not less than one semester nor more than two semesters. Association members granted such leave shall receive credit toward annual salary increments as provided in this Agreement. No more than one faculty member may take such leave during the same time period.

6.310 RELEASE TIME FOR ASSOCIATION OFFICIALS

The Board and the Association agree that Association officials may be released from other duties for Association activities. Association officials shall arrange for all classes to be covered during any necessary absence, and no student shall be disadvantaged because of such absences. The Association agrees to reimburse the Board for any and all expenses incurred because of the absence of any Association official who is released under this provision.

7.000 WORKING CONDITIONS

7.100 FACILITIES

7.110 BUILDING USE

Faculty members may have access to College buildings when the College is not in session. Faculty members shall be responsible for making their own arrangements through appropriate security personnel.

7.120 OFFICE SPACE

A private, enclosed office space shall be provided for every faculty member where available. Each office shall be equipped, furnished and lockable. The parties agree that access to a faculty

member's desk and files shall be only with authorization of the faculty member.

7.130 TELEPHONES

Telephone facilities and a current telephone directory shall be made available in all faculty offices.

7.200 CLASS AND COURSE ASSIGNMENT

Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify preferences as to the teaching schedule for the coming year.

The assignment of courses and the expression of the faculty member's preference in the scheduling thereof shall be the responsibility of the Vice President of Academic Affairs.

Changes in a faculty member's program may be made if necessary. In making necessary changes, the Vice President of Academic Affairs and the division chairperson shall consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

Faculty shall have the right to refuse Saturday teaching assignments.

7.210 SUMMER SESSION ASSIGNMENTS

Faculty members shall receive a written announcement of all proposed summer session teaching openings no later than February 1 of each year.

Summer session teaching assignments shall be determined in accordance with procedures devised by the Administration. Procedures shall include consideration of a system for equitably and fairly distributing summer session teaching assignments from year to year, as desirable and/or feasible. The Administration shall accord proper consideration to those faculty who have qualifications and/or experience directly relevant to the summer session courses planned.

Summer session letters of appointment will normally be issued no later than April 15, except in legislative years when such notification will be provided no later than 45 days after the signing by the Governor of the university system appropriations. Summer session compensation shall be provided in accordance with the provisions of this Agreement.

7.220 WORKLOAD

All faculty members shall be notified in writing of their tentative course schedules at least six (6) weeks in advance of the ensuing academic period.

All regular, assigned on-campus (non-extension, non-continuing education) classes will be considered part of the faculty member's workload. Faculty members required by the Administration to substitute in class for absent faculty members shall be reimbursed at 1.33 times the rate of the current continuing education rate per class hour.

The maximum workload for a faculty member shall be twenty-seven (27) credit hours per academic year. No more than sixteen (16) of these credits shall be in any single semester. Any load beyond that (with the exception noted below) will be compensated at 1.33 times the rate of the current continuing education rate per class hour.

At the option of a faculty member, a limited amount of independent study may be offered without consideration as overload. The faculty member shall present the request along with the independent study contract through appropriate channels for approval. Three (3) independent study courses per academic year will be the maximum allowable per faculty member. An independent study course may not duplicate a regularly offered catalog course.

At the option of a faculty merber a limited amount of directed study may be offered. The faculty member shall present a request along with the directed study contract through appropriate channels for approval. Directed study courses may duplicate a regularly

offered catalog course and may be offered for up to five (5) students. Credit for directed study courses shall be discounted by 50% when included in the calculation of the faculty member's workload.

7.230 EDUCATION MATERIALS

Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selection shall conform to published course syllabi or catalog course descriptions and institutional policies.

To the extent feasible, subject to budgetary limitations, faculty members shall be provided with materials and equipment for their daily instructional or supportive responsibilities. Faculty shall be provided a copy of required text books at no charge.

7.300 OTHER EMPLOYMENT

Faculty members may consult or hold other employment which does not interfere with the proper discharge of their professional duties under the terms and conditions of this Agreement. Earnings derived from consulting and outside employment are the property of the faculty member. If such consulting or outside employment involves the use of institutional facilities, the institution name or personnel, the faculty member shall obtain prior approval from the Administration.

In all private consulting engagements, the client must be informed that Western Montana College is in no way a party to the contract or liable or responsible for the performance thereof. No official Western Montana College stationery or forms shall be used in connection with such work nor shall the name of the College be used in any other way without the express consent of the Vice President of Academic Affairs.

No employee of Western Montana College may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned College duties.

A faculty member must file a statement with the Vice President of Academic Affairs prior to accepting a research or consulting assignment not under the control of the College. Any faculty member who recommends or approves a purchase and who has any financial interest in the firm or person involved in the purchase shall make this fact known at the time.

7.400 PAYROLL DEDUCTIONS

Upon proper authorization, the Administration shall administer the following payroll deductions: Association dues, U.S. Government Savings Bonds, credit union, tax sheltered annuities, Personal Retirement and/or investment programs, or others which may be agreed upon.

7.500 PERSONNEL FILES

The Administration shall maintain in the President's office one (1) official personnel file for each faculty member. Personnel files are those records, both confidential and public, which relate to any faculty member's personal and professional characteristics, record of experience, evaluations of performance or potential not contained in the separate confidential personnel file, and summaries of the material contained in the separate confidential personnel file. Any information which is a matter of record elsewhere, e.g., salaries as reflected in the official minutes of the Board of Regents, shall be considered public information.

Unsolicited laudatory letters may or may not be considered part of the personnel file at the discretion of the Administration. Complaints or criticims which have not been made known to the individual concerned cannot be placed in any individual's file or considered in any personnel action.

A faculty member shall have the right to make additions or responses to material contained in the official personnel file and shall have the right to receive a copy of all material placed therein at the faculty member's own cost. Requests for review of the official pesonnel file shall be made in a manner which does not disrupt the normal routine of the office. Under no circumstances

shall the official personnel file be removed from the office by the faculty member, and a faculty member's access to the file may be only in the presence of the proper official or a designee in the office. In addition to the faculty member, only the President or his/her designee(s) shall have access to the official personnel file without express written approval of the faculty member.

In order to protect the confidentiality of the writers, evaluations by students and peers may be kept in a separate confidential personnel file to which only the President and Academic Vice President shall have access. No other material may be placed in the separate files. Accurate summaries of this information shall be placed in the official personnel file. In the event that a faculty member intends to file a grievance pertaining to the evaluation, the President of the Association and a faculty member designated by the grieving party shall also have access to this file. If a formal grievance proceeds beyond step 1, designated representatives of the Commissioner, the Association, and the arbitrator shall also have access to this separate confidential file.

Material may be culled from the official personnel file upon agreement of the Administration and the faculty member. Material which is more than seven (7) years old may be removed from the separate confidential files upon agreement of the Administration and the faculty member.

In addition to the official personnel file and the separate confidential file, there may be one pre-employment file which also shall be confidential and shall contain only letters of reference and recommendations and/or material related thereto secured from sources outside the College. After appointment of a faculty member, such file shall not be used in subsequent personnel actions at the College. The faculty member shall have no right of access to the pre-employment file unless a particular document contained therein is necessary to the proper resolution of a grievance, in which case the faculty member shall have access to the necessary

documents through the proper application of the grievance procedures.

7.600 SAFE WORKING CONDITIONS

Faculty members shall not be required to work under hazardous conditions or to perform tasks which endanger their health or safety, nor will they require their students to do so. Protective devices and first aid equipment shall be provided faculty members who practice in hazardous instructional environments. A faculty member shall be responsible for the proper use of each device and for insuring proper use by students under the faculty member's supervision.

7.700 SAFETY AND HEALTH

The parties agree that faculty members shall be provided well-maintained facilities, equipment and a general educational environment which does not endanger or otherwise jeopardize the health or safety of students or faculty members.

7.800 PATENT RIGHTS AND COPYRIGHT INTERESTS

The patent rights and copyright interests of faculty and Administration shall be governed by current Board of Regents' policy. Policy changes in these areas are subject to Association review and approval.

7.900 PROGRAM GRANTS

Faculty members who, with the approval of the Administration, initiate, develop and/or design financial grant requests shall have priority to operate programs funded by such grants.

7.910 FACULTY AWARDS

The Administration shall make a formal announcement at a faculty meeting or in a newsletter to the faculty regarding recognition given to any faculty member. Such announcements would include, but are not limited to, the following:

1. new appointments,

2. promotions,

3. awarding of tenure,

4. grants received by faculty members, and

5. awards or recognition given a faculty member for his/her efforts in education or research.

It is the responsibility of the individual faculty member to inform the Vice President of Academic Affairs of any awards received which are not granted by the Administration.

8.000 APPOINTMENT PRACTICES

8.100 HIRING PROCEDURES

The right of the faculty to participate in the selection of new faculty members is recognized and will be implemented by the procedures in Sections 8.105 and 8.110.

8.105 JOB DESCRIPTION

When the Administration has determined that there is a vacancy in an existing position or that a new position is to be created and either circumstance involves academic rank, the Administration, after input from faculty in the appropriate academic discipline, shall determine the nature of the position and shall write an appropriate job description. The appropriate terminal degree shall be determined by the appropriate academic discipline subject to approval of the Academic Vice President. The determination of the appropriate terminal degree may be modified prior to the initial appointment of a faculty member upon Agreement of the Academic Vice President and the appropriate academic discipline.

8.110 SEARCH COMMITTEE

When the nature of the open position has been determined and the job description written, a search committee shall be formed by the Vice-President of Academic Affairs and charged with the responsibility for reviewing the applications and recommending candidates. The search committee shall be composed of faculty

members who shall constitute a majority, administrators and students. At least half of the faculty member representatives to the search committee shall be tenured. At least one (1) member of the committee shall be a faculty member from the discipline in which the open position exists and at least one (1) faculty member shall be from a different discipline. When the search is completed, the committee shall make its recommendations in writing to the Administration. The recommendations shall be accompanied by the supporting data, including but not limited to:

1. the candidates' credentials;

2. samples of any publications or other scholarly work;

3. written statements from faculty and administrators from other institutions where the candidates have been employed, if such are not included in the credentials; and

4. written statements from all persons who took part in the interview.

The Administration may decline to make an offer to a candidate; however, if all of the candidates recommended by the search committee are rejected by the Administration, the reasons for such rejection shall be communicated to the search committee in writing. The salary offered shall be consistent with the salary provisions of this Agreement.

8.115 HIRING OF NEW FACULTY

The minimum requirements for appointment to the rank of assistant professor are a nonterminal degree but at least a masters and at least five (5) years of prior college teaching experience, or an appropriate terminal degree. The minimum requirements for appointment to the rank of associate professor are an appropriate terminal degree and at least five (5) years of prior college teaching experience. The minimum requirements for appointment to the rank of professor are an appropriate terminal degree and at least ten (10) years of prior college teaching experience. Public

school teaching and/or related work experience may be counted toward years of experience for rank on the basis of two (2) years of public school teaching and/or related work experience for one (1) year of college teaching experience. Credit for public school teaching is limited to a maximum of five (5) years. No faculty member has the right to appointment to a specific rank merely because he/she meets the minimum requirements specified herein.

8.119 TYPES OF APPOINTMENTS

All faculty appointments shall be either tenurable or nontenurable. Unless otherwise provided, all full-time appointments at the rank of professor, associate professor, assistant professor, or instructor shall be tenurable. All tenurable appointments shall be either probationary or tenured. Appointments to adjunct, research, acting or visiting positions; to lecturer; and to faculty affiliate and courtesy positions are nontenurable.

8.120 TEMPORARY PERSONNEL

The parties recognize that the Administration may have to hire full-time faculty members on a temporary basis for limited purposes, such as a replacement for a full-time permanent faculty member with an extended illness, a sabbatical leave replacement, etc.

During the period of temporary employment other terms of the Agreement shall apply. Appointments made pursuant to this section are nontenurable.

8.125 APPOINTMENT OF ADJUNCT FACULTY

The President of Western Montana College is authorized to appoint adjunct faculty members, using the ranks of adjunct professor, adjunct associate professor, adjunct assistant professor and adjunct instructor. The criteria for determining the rank and salary level for adjunct faculty shall be the same as the criteria used to determine the rank and salary of new faculty members.

Persons holding these ranks are not eligible for tenure, and service in these ranks does not count toward probationary service

for tenure. All adjunct appointments automatically lapse at the end of the fiscal year or the specified contract term, whichever occurs sooner.

The adjunct faculty ranks shall be used in two situations.

1. Where the person involved is a full-time or essentially full-time employee of another agency and is participating in the instructional program or cooperating in a joint project. These appointments have in the past been referred to as courtesy appointments or faculty affiliates.

2. Where a position is funded by an outside grant or contract and there is no commitment by the College to continue the position if the funding stops, or where the position is temporary even though supported by state funds.

If the adjunct faculty member is engaged entirely in research, the titles of research associate, senior research associate or other appropriate title containing the word "research" may be used. These titles are not restricted to adjunct appointments.

8.200 STATEMENT OF EMPLOYMENT

All faculty members shall be provided with a written statement of employment specifying rank, salary, tenure status, and other terms and conditions of employment at the time of appointment or reappointment. In particular, the statement shall specify, where appropriate, the terminal degree required for tenure and promotion. Once the terminal degree is specified, it may not be changed without the approval of the affected faculty member, the Vice President of Academic Affairs, and the tenure and promotion committee unless such change is made pursuant to the terms of this Agreement or future negotiated Agreements.

Rights and benefits of faculty members set forth in this Agreement shall be incorporated into and made part of all individual letters of appointment with the Board of Regents. In the event of conflict between the terms of an individual letter of employment and the

terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in the letter of employment issued to each faculty member or shall be attached thereto.

Unless an individual letter of employment expressly provides otherwise, the contract term for tenurable faculty is the academic year. Regardless of the terms of an individual letter, no tenurable faculty member has or shall acquire a right to employment for a term in excess of the academic year.

Unless collective bargaining is in process, the institution will normally notify tenurable faculty members of the terms and conditions of their renewals for the coming academic year by May 1 in non-legislative years, or within sixty (60) days after the appropriation bill is signed by the Governor in years the legislature meets.

9.000 TENURE, PROMOTION, AND EVALUATION

9.100 PROBATIONARY APPOINTMENTS

A probationary appointment is an appointment with a fixed term and no right to reappointment. A probationary employee has the right to serve the specified term of the appointment and may not be terminated without adequate cause during that term. Reappointment of probationary appointees is at the discretion of the Administration.

9.110 EVALUATION OF PROBATIONARY APPOINTEES

Each probationary appointee shall in each year of probationary appointment, other than a year of terminal appointment, be evaluated. If the appointee is receiving a review for tenure as provided in Section 9.210 of this Agreement, then the evaluation shall be as provided in that section. In all other cases the evaluation shall be conducted by the Vice President of Academic Affairs.

The Vice President shall evaluate the appointee with respect to the following areas:

1. ability to teach effectively;

2. ability to conduct research effectively;

3. ability to keep up to date and to translate and disseminate knowledge in the appropriate professional field;

4. ability to stimulate students to high scholarly attainment and to develop leaders;

5. professional status, educational qualifications and scholarly reputation; and

6. potential growth and productivity.

Weights assigned to these criteria may differ depending upon an individual's duties and particular skills. In conducting the evaluation, the Vice President shall solicit input from:

1. the faculty member to be evaluated;

2. other faculty;

3. students;

4. appropriate division chairperson;

5. the Administration; and

6. other persons identified by the Vice President or the faculty member to be evaluated.

The appointee may also name one or two tenurable faculty to conduct an evaluation with respect to the areas listed above, and such evaluation shall be given to the Vice-President.

The procedures to be used in the evaluation process are provided for in Appendix 1 of this Agreement. All probationary appointees

to be so evaluated shall be given a copy of the procedures each year, prior to commencement of the evaluation.

9.120 USE OF EVALUATIONS

The evaluation of probationary appointees by the Vice President of Academic Affairs is intended to ascertain the fitness and potential of the appointee for tenure and to provide guidance in assisting probationary appointees to overcome perceived problems and improve their professional performance.

The Vice President shall meet with each probationary appointee after completion of the evaluation and shall present the results to the appointee. The Vice President shall discuss perceived weaknesses with the appointee and, where appropriate, may refer the appointee to the formative support committee for assistance.

9.200 TENURE

Tenure is the right to re-employment from year to year until such time as the faculty member resigns, retires, is discharged for adequate cause, or is terminated for reasons of financial exigency or program reduction, curtailment or discontinuance. Such re-employment shall be subject to the terms and conditions of employment which exist at the commencement of each contract term. Those terms and conditions of employment are as expressly set forth in the policies adopted or authorized by the Board of Regents. Tenure is with the institution and resides within a specific academic discipline and not with the Montana University System. The academic discipline to which the faculty member is tenurable shall be identified in each faculty member's individual contract. Tenure is awarded by the Board of Regents, following peer review and recommendation by the President and the Commissioner in accordance with Board of Regents' policies and procedures established by each institution.

9.210 TENURE REVIEW

The review prior to granting tenure and the subsequent recommendation to the Board of Regents will normally be made in the sixth year of employment but may be made earlier in the case of

individuals with qualifying prior experience as provided in the paragraph below. Tenure will not be awarded without appropriate review and recommendation by peers and supervisors. Tenure is awarded for quality of current professional performance and future potential, not merely for completing a certain length of service. In no event shall the failure to give any notice constitute an award of tenure by default. This section does not diminish any substantive service acquired prior to the adoption of this policy.

The total time period of full-time service prior to the acquisition of tenure shall normally not exceed seven (7) academic years. However, tenure may only be acquired by an affirmative grant of tenure; it may not be acquired by the mere passage of time. Up to three (3) years of full-time service in tenurable ranks at accredited, United States four (4) year institutions of higher education or up to three (3) years of credit for service at foreign four (4) year institutions of higher education at the rank of instructor or higher may be granted toward acquiring tenure status by Agreement of the faculty member and the President. Probationary credit for prior service must be agreed to in writing between the faculty member and the President prior to the initial appointment at the institution. The institution shall require four academic years of full-time service at the institution before making an award of tenure. Time spent on authorized leave of absence from the institution will not count as probationary period service, unless the faculty member and the President of the institution agree to the contrary, in writing, at the time leave is granted.

If following the tenure review, it is recommended that tenure not be granted, then the faculty member shall receive a terminal contract for the following academic year.

9.220 TENURE CRITERIA

Tenure review shall be based on the following criteria:

1. ability to teach effectively;

2. ability to conduct research effectively;

3. ability to keep up to date and to translate and disseminate knowledge in the appropriate professional field;

4. ability to stimulate students to high scholarly attainment and to develop leaders;

5. professional status, educational qualification and scholarly reputation; and

6. potential growth and productivity.

Weights assigned to these criteria may differ depending upon an individual's duties and skills.

In order to be awarded tenure, the faculty member must hold the appropriate terminal degree(s). The determination of the appropriate terminal degree(s) for appointments made after the date of final approval of this Agreement are made by the appropriate search committee with the approval of the Vice President of Academic Affairs. Where necessary, for other faculty the determination of the appropriate terminal degree(s) shall be made by the tenure and promotion committee with the approval of the Vice President.

9.230 TENURE REVIEW PROCEDURE

By November 1, the Vice President of Academic Affairs shall submit the names of all probationary faculty to be considered for tenure during the academic year to the tenure and promotion committee. This list shall also be circulated to the full faculty. Any probationary faculty member who is eligible for consideration for tenure and who is not named on the list may submit, prior to

November 15, an application for tenure directly to the Vice President, who shall forward the application to the committee.

The committee shall establish necessary procedures and cut-off dates for submittal of material, including student evaluations, as provided for in Appendix 1, to evaluate the faculty member utilizing the criteria of 9.220. The procedures shall permit all interested parties to submit written testimony and shall provide the affected probationary faculty member an opportunity to rebut unfavorable testimony. The committee shall make a recommendation as to the grant or denial of tenure to the Vice President of Academic Affairs on or before February 1 of the academic year and shall forward the tenure review file to the Vice President at the same time.

The Vice President shall review the file and make a recommendation as to tenure to the President. The recommendation of the tenure and promotion committee shall accompany the Vice President's recommendation to the President. In the event the Vice President determines that the file is incomplete or insufficient, the file may be returned to the tenure and promotion committee for appropriate action. If the file is returned, the Vice President shall indicate the date on or before which the committee is to return the file to the Vice President with its recommendation. The Vice President may concur with or reject the committee's recommendation. The Vice President's recommendation shall be made to the President with sufficient time to permit the President to review the recommendation and the file and, in the event the grant of tenure is to be recommended, to present the recommendation to the Board of Regents for final review. No recommendation for tenure may become final without approval by the Board of Regents. The President's decision is the final campus decision. The President shall notify the faculty member of the President's decision in writing.

9.240 EFFECTIVE DATE OF TENURE

Tenure recommendations become effective at the beginning of the next academic year.

9.250 REVIEW OF TENURE PROCEDURE

A faculty member shall have the right to grieve, in accordance with the grievance procedure incorporated in this Agreement, any irregularity in the tenure procedure, but no person shall be awarded tenure solely because the procedures herein were not followed.

9.300 PROMOTION CRITERIA

Promotion will be based on the following criteria. Weights specifically assigned thereto may differ depending upon an individual's duties and particular skills:

1. ability to teach effectively;

2. ability to conduct research effectively;

3. ability to keep up to date and to translate and disseminate knowledge of the appropriate professional field;

4. ability to stimulate students to high scholarly attainment and to develop leaders;

5. professional status, educational qualifications and scholarly reputations; and

6. potential growth and productivity.

Time in rank is also considered although merit rather than time in service is the overriding criterion. Normally, instructors will serve a minimum of three (3) years' time in rank at an accredited four (4) year post-secondary institution for advancement. For assistant professors and associate professors, the normal minimum is five (5) years' time in rank at an accredited four (4) year post-secondary institution. Faculty members may not be promoted until they have completed two (2) years of service at Western Montana College, but they may apply for promotion during their second year of service at Western Montana College.

Candidates for an associate professorship or a full professorship will have received the terminal degree(s) appropriate to their fields. Furthermore, the candidate must have demonstrated above average academic maturity and judgment. There must be concrete and indisputable evidence of the candidate's dedication to the profession, and above all the candidate should possess irreproachable integrity as a scholar. Promotion is not automatic but must be earned through meritorious service and academic excellence.

There is no fixed proportion of ranks within the College but to comply with accreditation requirements and Board of Regents' recommendations, a proper proportion of ranks will be maintained throughout the College, commensurate with academic preparation and performance of faculty members.

Promotions not concurrent with the beginning of the fiscal year are to be discouraged. Promotion should not be recommended solely because an individual has received offers from other institutions or because it would be inconvenient to replace the faculty member. To reduce the possibility of pressure in association with salary consideration, promotions should be considered well in advance of the annual salary and budget review.

9.310 PROMOTION PROCEDURES

Responsibility for submitting an application for promotion rests with the faculty member. Any faculty member quantitatively eligible for promotion may submit an application for promotion to the Vice President of Academic Affairs. To receive promotion in a given academic year, the applicant must submit a request before November 1 of the prior academic year. The Vice President of Academic Affairs shall forward the application to the tenure and promotion committee.

The committee shall establish necessary procedures and cut-off dates for submittal of material, including student evaluations as provided for in Appendix 1, to evaluate the faculty member utilizing the criteria of 9.300. The procedures shall permit all

interested parties to submit written and oral testimony and shall provide the applicant an opportunity to rebut unfavorable testimony. The committee shall make a recommendation as to the grant or denial of promotion to the Vice President of Academic Affairs on or before February 1 of the academic year and shall forward the promotion review file to the Vice President at the same time.

The Vice President shall review the file and make a recommendation as to promotion to the President. In the event the Vice President determines the file is incomplete or insufficient, the file may be returned to the tenure and promotion committee for appropriate action.

If the file is returned, the Vice President shall indicate the date on or before which the committee is to return the file to the Vice President with its recommendation. The Vice President may concur with or reject the committee's recommendation. The Vice President's recommendation shall be made to the President with sufficient time to permit the President to review the recommendation and the file and, in the event that promotion is recommended, to present the recommendation to the Board of Regents for final review. No recommendation for promotion may become final without approval by the Board of Regents. The President's decision is the final campus decision. The President shall notify the faculty member of the President's decision in writing.

9.320 REVIEW OF PROMOTION PROCEDURES

An individual faculty member shall have the right to grieve, in accordance with the grievance procedure incorporated in this Agreement, any significant irregularity in the promotion procedure.

9.400 TENURE AND PROMOTION COMMITTEE

The tenure and promotion committee shall consist of five (5) tenurable faculty members appointed for a two-year term from October 1 through September 30, and the committee members may be reappointed. Members of the committee should serve staggered terms to promote continuity.

Two (2) of the appointees shall be named by the Administration at least two (2) weeks prior to their term of service. For administrative appointments made in 1986-87, one (1) appointee shall serve a one (1) year term and one (1) appointee shall serve a two (2) year term. Following these appointments, the Association shall name the remaining three (3) appointees. For Association appointments made in 1986-87, two (2) appointees shall serve a one (1) year term and one (1) appointee shall serve a two (2) year term.

Vacancies shall be filled for the remaining term by the appropriate appointing body. The chairperson of the committee shall be selected by the members.

The tenure and promotion committee shall be convened by the most senior, highest ranked appointee as soon as membership in the committee has been announced. The committee members will then select the chairperson of the committee and notify the Academic Vice President.

9.410 FACULTY SUPPORT FUNCTION

A formative support committee shall be appointed by the Association and shall assist faculty in overcoming perceived problems and improving their professional performance. The committee may ask the Administration or other faculty members to assist it in carrying out its duties under this section. The Vice President of Academic Affairs or the tenure and promotion committee may refer a faculty member to the formative support committee, and any faculty member may request assistance of the formative support committee.

9.420 REPLACEMENT OF COMMITTEE MEMBERS

In those matters where a member of the tenure and promotion committee believes that he or she has a conflict of interest or that he or she cannot participate in an unbiased manner, the member shall notify the appropriate appointing authority and shall not act on the matter. The appointing authority shall name another tenurable faculty member to replace the disqualified member, with respect to the relevant matter.

When the affected faculty member or the Vice President of Academic Affairs believes a conflict of interest or the possibility of bias exists, the faculty member or the Vice President may request that the committee member not participate on the relevant matter. The committee member so challenged shall determine whether or not to participate in the matter. If the committee member chooses not to participate, he or she shall notify the appropriate appointing authority, and the authority shall appoint another tenurable faculty member to participate with respect to the relevant matter.

10.000 REASSIGNMENT, SUSPENSION, DISCIPLINE, AND TERMINATION TERMINATION OF EMPLOYMENT

10.100 DISCIPLINE

A faculty member may be disciplined for adequate cause. Discipline consists of warning letters and formal reprimands. Warning letters and formal reprimands may become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations.

10.110 REASSIGNMENT AND SUSPENSION

The Administration may reassign or suspend with pay any faculty member whose continuation in an assigned duty presents an unreasonable risk to the safety and welfare of persons and property at the College or who is failing to carry out the assigned duty. The Administration may suspend without pay any faculty member absent without authorization or justification for a period in excess of five (5) class or regular workdays. The faculty member shall be notified in writing of the reassignment or suspension.

Except as provided in Section 10.120, a decision to reassign or suspend a faculty member is grievable and the decision is considerd to occur on the date the faculty member receives notification of reassignment or suspension.

10.120 REASSIGNMENT OF ADMINISTRATION PERSONNEL

Persons performing administrative functions serve in those capacities at the discretion of the President and may be removed at any time and reassigned to other duties for the balance of the individual contract term. This action is not grievable. Faculty who are appointed to administrative positions do not have tenure to those positions, the salary of the position, the term (AY/FY) of the contract, or any other provisions or prerequisites of that administrative position.

A faculty member must resign his or her faculty position to accept a nonacademic administrative position with the College after the date of final approval of this Agreement and relinquish all tenure rights previously acquired in the faculty position. If such person wishes to rejoin the faculty, the person must go through the same procedures as any other new applicant for a faculty position.

With respect to appointments to administrative positions made prior to the date of final approval of this Agreement and to appointments to academic administrative positions made on or after the date of final approval of this Agreement, in the event any of the foregoing individuals have tenure in an academic position, and are removed or resign from an administrative position, but are to remain employed at the institution, they will be employed under the same conditions and contractual terms as other tenured faculty. Their initial salary as a faculty member shall be set at a negotiated amount. In the event Agreement cannot be reached, the salary shall not be less than the average salary for faculty members of like rank and qualifications in the same discipline in which the individual holds tenure.

10.130 TERMINATION OF NONTENURABLE FACULTY

The employment relationship with respect to nontenurable faculty is terminated upon the occurrence of one of the following events:

1. death, retirement, or resignation;

2. expiration of contract period; or

3. discharge for adequate cause.

The Administration is not required to give any notice of nonreappointment to nontenurable faculty. In the absence of reappointment, nontenurable faculty are terminated upon expiration of the contract of employment.

10.140 TERMINATION OF PROBATIONARY FACULTY

The employment relationship with respect to probationary faculty is terminated upon the occurrence of one the following events:

1. death, retirement or resignation;

2. nonrenewal; or

3. discharge for adequate cause.

10.150 TERMINATION OF TENURED FACULTY

The employment relationship with respect to tenured faculty is terminated upon the occurrence of one of the following events:

1. death, retirement, or resignation;

2. expiration of a terminal contract period; or

3. discharge for adequate cause.

10.200 RESIGNATION

Any faculty member who does not intend to return for the following academic year should notify the Administration at the earliest possible time, preferably before April 1.

A faculty member who does not sign and return the faculty member's individual statement of employment within thirty (30) days of receipt of the letter is considered to have resigned at the expiration of the current or most recent term of employment, unless prior to the expiration of the 30-day period the Administration granted an extension. In the event of a resignation occurring in

the middle of a semester, the resigning faculty member's salary will be prorated based on the percentage of days taught during the semester.

10.300 NONRENEWAL OF PROBATIONARY FACULTY

Reappointment of probationary appointees shall be at the discretion of the employer. Written notice of non-renewal of a probationary appointment shall be mailed or given by the President or his designee by March 1 of the first year of service, by December 15 of the second year of service, and by June 30 prior to the final year of appointment in the third or later years of service.

Failure to provide a probationary appointee with the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the employee is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

10.400 TASK FORCE ON PROGRAMMATIC CHANGES

Whenever the Administration believes that the elimination or the transfer of tenurable positions may be necessary or appropriate, the Association shall be notified. The President shall appoint a task force of faculty, students, and administrators to examine the situation giving rise to the possible elimination or transfer, to formulate alternative approaches to the situation, and to make recommendations to the Administration. Due consideration shall be given to such recommendations. The final decision as to such elimination or transfer of tenurable positions shall be made by the President.

10.410 RETRENCHMENT

Retrenchment means the termination of tenured appointments at the institution for either financial or academic reasons. The necessity for retrenchment arises from three situations:

1. when the budget for faculty personal services is insufficient to sustain the current number of tenured positions without reducing current salaries, taking into account reductions due to normal attrition; or

2. when the number of tenured faculty members in a program or discipline is in excess of the number required to meet the teaching, research and public service obligations of the program or discipline; or

3. when a program or discipline is discontinued at the institution.

In making the determination that probable cause for retrenchment exists the Administration shall plan for a balanced institutional effort which is responsive to the needs of the students and the state. This planning shall include a review of the required level of service activities, non-academic staff, and non-tenured academic staff.

10.415 RETRENCHMENT PROCEDURES

The following steps constitute conditions precedent to the termination of any tenured faculty:

1. a committee of five (5) faculty members at least three (3) of whom are tenured has been appointed by the labor-management committee and said committee has been informed by the Administration of the relevant appropriation and budget information, the reductions of personnel planned by the Administration, and the number of nonrenewals of tenured appointments recommended by the Administration.

2. the faculty committee has reviewed the information provided as well as other relevant information which they may request and has communicated to the President those aspects of the Administration's plans and recommendations with which they do and do not concur as well as the reasons in each instance in

which they do not concur, and any specific changes recommended by the committee; and

3. the President has reviewed the statements and recommendations of the committee and forwarded a statement to the committee which reflects and explains the reasons and extent to which the original recommendations and plans of the Administration have been modified.

10.420 RETRENCHMENT CRITERIA

The following criteria shall be observed in the retrenchment plan:

1. no tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified to teach;

2. arrangements shall be made so that presently enrolled upper division and graduate students shall be able to complete degree requirements;

3. a tenured faculty member shall be reassigned rather than terminated under the following circumstances:

   a. the faculty member is qualified to teach different courses or courses in a different discipline; and

   b. additional or replacement staffing would otherwise be required; and

   c. not more than two semesters of released time at one-half pay would be required for the faculty member to complete preparation for teaching the new course;

4. any tenured faculty member selected for termination shall be notified of his or her right to apply for any existing open non-academic positions at the institution, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this

situation the faculty member shall receive the salary established for the new position.

5. The position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank and tenure and a reasonable time in which to accept or decline.

Each tenured faculty member selected for termination shall be so informed and given a statement of the reasons for his or her selection a minimum of one (1) contract year prior to the date of termination. Each tenured faculty member selected for termination under the terms of this selection shall have the opportunity to appeal his or her selection through the regular avenue of appeals for faculty personnel decisions as stated in Board of Regents' policy. Each such faculty member may grieve in accordance with this Agreement's grievance procedure any failure to follow the aforesaid procedures.

10.500 DISCHARGE FOR CAUSE

If the Vice President of Academic Affairs determines that a faculty member should be terminated for adequate cause, the Vice President shall so notify the faculty member in writing. This notice shall inform the faculty member of the last date of employment and the basis for the discharge. The affected faculty member may request a hearing on the matter within thirty (30) days of receipt of the Vice President's letter. Such a request must be in writing, addressed to the Vice President.

10.510 APPOINTMENT OF HEARING OFFICER

If the affected faculty member has requested a hearing, the Vice President of Academic Affairs shall notify the Commissioner within ten (10) days of receipt of the request. The Commissioner or the Commissioner's designee shall select a hearing officer to preside at the hearing. The Commissioner shall notify the Vice President and the affected faculty member of the selection in writing within fifteen (15) days of the Commissioner's receiving notification.

For good cause, either the Vice President or the affected faculty member may request that the hearing officer be disqualified. Such a request shall be addressed to the Commissioner in writing within five (5) days of receipt of the name of the Commissioner's selection. The Commissioner shall rule on the disqualification request within five (5) days of receipt, and if the Commissioner determines that it is appropriate to disqualify and replace the hearing officer, this shall be done within ten (10) days of the Commissioner's determination.

If the Vice President and the affected faculty member can agree to a mutually acceptable hearing officer, they may submit the name to the Commissioner with a request that such person be named hearing officer.

10.520 STATEMENT OF CHARGES

If the affected faculty member has requested a hearing, the Vice President shall present to the faculty member a formal, written charge within five (5) days of receipt of the request for a hearing.

The charge shall specify the acts or omissions upon which the discharge is based, giving the relevant dates, times, places and persons involved. Additionally, the charge shall provide the names of any persons who will testify and the substance of their testimony, and copies of any documents that will be submitted shall be attached to the charge or otherwise made available to the faculty member. The charge shall contain a concise statement of the relevant facts that will be placed in evidence.

10.530 FACULTY MEMBER RESPONSE

Within twenty (20) days of receipt of the formal charge and at least ten (10) days prior to the hearing date, the faculty member shall respond in writing to the Vice President. The response shall contain a concise statement of the faculty member's defense and a list of witnesses to be called, with a brief statement of their testimony. Any documents the faculty member intends to introduce

into evidence shall be attached or otherwise made available to the Vice President.

The faculty member shall indicate in the response a preference for an open or closed hearing.

10.540 SUPPLEMENTAL PAPERS

Either the Vice President or the affected faculty member may supplement the formal charge or the response. In the event that the formal charge is supplemented, the faculty member shall respond as provided in Section 10.530 within ten (10) days of receipt of the supplement. If the 10-day period is insufficient, the faculty member may request and shall be granted an additional 10-day period to respond.

If a supplemented formal charge is presented to the faculty member less than twenty (20) days prior to the hearing date, the faculty member may request and shall be granted a postponement of the hearing. A request for postponement must be submitted in writing to the Vice President within five (5) days of receipt of the supplement.

10.550 HEARING - TIME AND PLACE

After selection, the hearing officer shall establish a date, time, and place for holding the hearing. The hearing shall be held as soon as possible.

10.560 HEARING - OPEN OR CLOSED

If the affected faculty member prefers a closed hearing, the hearing shall be closed. If the faculty member prefers an open hearing, the hearing shall be open unless a witness or the Vice President requests a closed hearing. If such a request is made, the hearing officer shall rule on the request and may close all or a portion of the hearing.

10.570 HEARING - PROCEDURE

The faculty member has the right to choice of representation, a verbatim record of the hearing available at cost, and assistance

from the Administration in obtaining evidence or cooperation of witnesses. The Administration shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence are not to be applied. Witnesses and documents in addition to those specified in the formal charge, response, and supplements may be presented at the hearing. However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and to make both opening and closing remarks.

Any member of the bargaining unit may be requested by either party to testify or present evidence. Giving testimony or presenting evidence when so requested shall be an academic responsibility to assist in the proper Administration of College affairs within the meaning of Section 3.600.

At the close of the hearing, the hearing officer may request the submission of post-hearing briefs. If such a request is made, the hearing officer shall establish a time framework for submittal.

10.580 HEARING OFFICER DECISION

Within fifteen (15) days of the close of the hearing or submittal of post-hearing briefs, the hearing officer shall issue a recommendation in writing. The recommendation shall specify whether adequate cause exists for discharge or not and shall provide the basis for the recommendation. A copy of the recommendation shall be sent to the President, the Vice President, and the faculty member.

10.590 EXCEPTIONS

The faculty member may, within ten (10) days of receipt of the hearing officer's decision file written exceptions with the President and request a meeting with the Presient to discuss the faculty member's objections. This meeting is not an evidentiary hearing and shall be scheduled within five (5) days of receipt of request for the meeting.

10.600 DECISION OF THE PRESIDENT

Within fifteen (15) days of receipt of the hearing officer's recommendation, receipt of the faculty member's exception, or holding a meeting as provided for in Section 10.590, whichever occurs later, the President shall issue a decision in writing and shall send a copy of the decision to the faculty member.

In making the decision, the President shall consider the recommendation of the hearing officer, the hearing record, and the exceptions of the faculty member, if any. The President's decision shall state the basis for the decision if it is determined that discharge is appropriate.

The President's decision is the final administrative decision and may be grieved only with respect to procedural matters.

It is not the intent of this Agreement to infringe upon the faculty member's right to seek redress in the courts, provided the faculty member first exhausts administrative remedies provided in this section. It is the intent of this Agreement to protect the faculty member's rights to due process and to all other remedies at law.

11.000 MANAGEMENT RIGHTS

11.100 MANAGEMENT RIGHTS

The Board of Regents through its agent, the Commissioner of Higher Education, acting in this Agreement on behalf of Western Montana College, shall have the following rights, as set forth in the Montana Public Employees Bargaining Act, to determine the structure, mission, policies, and purposes of Western Montana College. The policies of the Board and the College shall extend, but not be limited to, the following:

1. direct faculty;

2. hire, promote, transfer, assign and retain faculty;

3. relieve faculty from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

4. maintain the efficiency of Western Montana College operations;

5. determine the methods, means, job classifications and personnel by which Western Montana College operations are to be conducted;

6. take whatever actions may be necessary to carry out the missions of Western Montana College in situations of emergency; and

7. establish the methods and processes by which work is performed.

The Administration shall appoint chairpersons and deans after consultation with the appropriate faculty.

11.200 SELECTION OF PRESIDENTS

All search and screening committees for unit presidents shall include representatives of faculty, students, alumni, non-academic staff and administrative staff. The Board of Regents retains the prerogative of disapproving the recommendations of the search committee for a president on each campus.

11.300 ACADEMIC YEAR

The academic year will be from 1 August to 31 May. The obligations of the faculty members on an academic year contract shall start with the first day of the fall semester faculty workshop and shall extend through fall semester until the date that the faculty member submits his/her fall semester grades to the Registrar's Office. Obligations shall resume with the spring faculty workshop in January and shall extend until the date that the faculty member submits his/her spring semester grades to the Registrar's Office.

Holidays shall be those designated by the Board of Regents.

The length of the semester will not exceed seventy-five (75) days of instruction plus a maximum of five (5) days for final examinations.

12.000 COMPENSATION

12.100 FACULTY SALARIES

The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding academic year contract amount excluding any extra compensation increments paid under this Agreement. Upon initial hiring the salary for the first contract period shall be the salary specified in the initial employment contract.

12.120 FACULTY SALARIES ON ACADEMIC YEAR APPOINTMENTS

1. Salary Increase

   a. 1985-86 - The normal salary increase for full-time equivalent faculty members for the 1985-86 academic year shall be 1.5% of the faculty member's 1984-85 base salary plus $200.00. The normal salary increase shall be prorated for less than a full-time assignment.

   b. 1986-87 - The normal salary increase for full-time equivalent faculty members for the 1986-87 academic year shall be 3.25% of the faculty member's base salary plus $100.00.

   c. Less-than-Normal Increase - The division chairpersons may recommend that faculty members receiving less than satisfactory evaluations be provided a less-than-normal salary increase. The division chairperson shall submit his/her written recommendations to the Vice President of Academic Affairs and state the reasons for the less-than-normal adjustment. The faculty member affected shall be provided a copy of the division chairperson's recommendation to the Vice President of Academic Affairs. The Vice President's decision is final.

2. Promotion and Award of Doctorate

Faculty members promoted to the rank of Assistant Professor or Associate Professor consistent with the promotion procedures in effect under this Agreement shall have $1,600.00 added to their base salary. Faculty members promoted to the rank of Professor consistent with the promotion procedures set forth in this Agreement shall have $2,150.00 added to their base salary. The promotion increment shall be in addition to the salary increase under paragraph 1 for the same period.

3. Award of Doctorate

All tenurable faculty members obtaining their doctorate degree in their assigned teaching fields shall have $1,500.00 added to their base salary starting in the academic year following receipt of the degree. This salary increment shall be in addition to the salary increase under paragraph 1 for the same period.

4. Merit

For 1986-87 a merit pool of $3,000.00 shall be allocated to compensate outstanding faculty performance. Merit pay shall be in addition to other salary increments provided in this contract and shall become a permanent part of a faculty member's base salary. Each merit award shall be $500.00. A merit pay committee shall develop criteria for merit pay which shall be distributed to all faculty during the first month of the academic year. During the 1986-87 academic year the criteria will be distributed as soon as possible after the development of the criteria. The merit pay committee shall consist of two (2) members appointed by the Administration and two (2) members appointed by the Association.

5. Market Adjustment - Critical Area Adjustment

The market adjustment pool of not less than $9,000 for 1985-86 and for 1986-87 shall be made available to provide compensation increases to faculty in academic disciplines where external markets have made competitive recruiting or faculty retention difficult. This market adjustment amount may be apportioned

among those academic units of the College deemed appropriate by the Administration.

6. Salary Base

The salary for the first year Instructors, Assistant Professors, Associate Professors, and Professors on academic year and fiscal year contracts shall be determined using the schedule of bases included in this section. The President has discretion to hire a new faculty member at a salary above that established in the schedule below by an amount not to exceed $2,035.00. If the President wishes to exceed the $2,035.00 limitation, the President must secure the approval of the search committee involved in the new hire. If the search committee approves, the President may offer an additional amount not to exceed $2,035.00. The schedule of salary floors applies to full-time academic and fiscal year faculty.

Rank	Base 1985-86	Base 1986-87
Professor	$24,360	$25,580
Associate Professor	20,580	21,610
Assistant Professor	17,430	18,300
Instructor	15,645	16,430

12.130 CONTRACT CONVERSION

Any employee within the bargaining unit who is changed from an academic year appointment to a fiscal year appointment within the bargaining unit shall thereafter receive at least 1.22 times the academic year salary received at the time of the change and shall be entitled to accrue vacation leave as provided by Regents' policy. Any employee within the bargaining unit who is changed from a fiscal year to an academic year appointment within the unit shall be compensated at a salary determined by dividing the fiscal year salary by 1.22, after subtracting any stipend for administrative or other special duties. That employee shall cease to be entitled to take or accrue annual leave, but shall be

entitled to payment for previously accrued annual leave not to exceed twice the amount annually accruable.

12.200 SUMMER SESSION

The rate of pay for summer session shall be at the rate of two-ninths (2/9) of the regular academic year salary for full-time teaching. The summer session salary for a full-time teaching workload shall not exceed a maximum of $5,183 for 1986 and $5,351 for 1987. The summer salary for less than full-time teaching workload shall not exceed the full-time maximum multiplied by the ratio of the actual workload to the full-time workload. A full-time teaching workload for summer term is nine (9) semester credits. Faculty teaching in excess of nine (9) semester credits in summer session shall have their salary increased proportionately.

12.300 FRINGE BENEFITS

12.310 GROUP INSURANCE

Employer contributions for eligible employees of the Montana University System Group Insurance Plan shall be $90.00 per month for an aggregate of $1,080.00 per year in 1985-86 and $100.00 per month for an aggregate of $1,200.00 per year in 1986-87.

12.320 UNEMPLOYMENT INSURANCE

The employer agrees that all employees covered under this Agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana, Sections 39-51-101, et seq., M.C.A.

12.330 WORKERS' COMPENSATION

Workers' Compensation payments administered by the Division of Workers' Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by a faculty member. An employee's pay continues while on sick leave, and he/she is not entitled to both paid sick leave and Workers' Compensation payments. An employee who is injured on the job has the option of taking either sick leave or Workers' Compensation

payments, and if sick leave runs out, may receive Workers' Compensation payments.

12.340 RETIREMENT SYSTEM

Employees are required to participate in either the Public Employees Retirement System as outlined in Section 19-3-101, et seq., M.C.A., or in the Teachers Retirement System as outlined in Section 19-4-101, et seq., M.C.A.

12.350 EMPLOYMENT INDEMNITY

Employees covered by this Agreement are entitled to indemnification in accordance with the provisions of Section 2-9-305, M.C.A., for their actions taken within the course and scope of their employment.

13.000 LEAVE POLICY

13.100 SICK LEAVE

Each full-time faculty member is entitled to and shall earn sick leave credits from the first full pay period of employment. Proportionate sick leave credits shall be earned and credited at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days that may be accumulated.

A faculty member may not accrue sick leave credits during a continuous leave of absence without pay except while serving on jury duty. Faculty members are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the faculty member is entitled to the sick leave credits earned.

A faculty member who terminates employment with Western Montana College is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971.

A faculty member who receives a lump-sum payment and who is again employed by the College shall not be credited with any sick leave for which compensation has previously been given.

Abuse of sick leave is cause for disciplinary action under the provisions of 2-18-618, M.C.A.

Sick leave credits will be used on a first-earned first-charged basis.

A faculty member on sick leave shall inform the appropriate academic supervisor as soon as possible.

Other sick leave provisions:

1. sick leave charges in excess of earned sick leave credits may be charged to leave without pay;

2. sick leave charges and credits shall be charged to the nearest full hour;

3. a physician's certificate or other evidence to substantiate a sick leave charge may be required by a faculty member's academic supervisor or appointed authority;

4. disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment;

5. any holidays that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave;

6. abuse of sick leave occurs when a faculty member misrepresents the actual reason for charging an absence to sick leave, when a

faculty member uses sick leave for unauthorized purposes, or when a faculty member neglects to report sick leave;

7. the Administration must be able to substantiate any charges of sick leave abuse which result in disciplinary action;

8. substitutes necessitated under this section are subject to the approval of the Administration. Substitutes will be paid by the College.

13.110 EMERGENCY SICK LEAVE

Emergency sick leave is defined as a necessary absence due to (1) illness of a member of the faculty member's immediate family requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the faculty member's immediate family.

Emergency sick leave limitation -- emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) working days a year for illness in the immediate family. In addition, emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) work days for each death in the immediate family.

The faculty member's immediate family shall consist of spouse, parents, brothers, sisters, children, household dependents, and the same relatives of the faculty member's spouse in like degree.

Substitutes necessitated under this section are subject to the approval of the Administration. Substitutes will be paid by the College.

13.200 PERSONAL LEAVE

Leaves for personal purposes, not to exceed three (3) days per academic year, shall be awarded with the prior approval of the Administration. In all cases where substitutes are utilized the faculty member taking the leave shall secure the replacement subject to the approval of the Administration. Such leaves shall

be noncumulative and nonreimbursable and shall not be used for recreational purposes. Substitutes will not be compensated by the Administration.

13.300 CHILDBIRTH LEAVE

No employee may be terminated because of a pregnancy or pregnancy-related disabilities. A reasonable leave of absence without pay will be granted to any employee not able to perform employment duties due to pregnancy or to post-pregnancy complications. A period of leave of absence shall be agreed upon by the employer and the employee, but the maximum leave of absence shall not exceed one (1) year. The employee shall notify the employer two weeks before returning to work and upon return shall be employed at the same or a similar position held prior to the maternity leave.

Said leave shall commence at the time deemed necessary by the faculty member and the attending physician and may be charged by the faculty member as sick leave. The leave shall be without pay unless the faculty member chooses to use any accumulated sick leave.

13.400 MILITARY LEAVE

Any faculty member who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay for attending regular encampments, training cruises and similar training programs, under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the faculty member.

13.500 PUBLIC SERVICE LEAVE

Any faculty member subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence in accordance with the provisions of 2-18-720, M.C.A. Such leave shall not exceed one hundred eighty (180) days per year, while such faculty member is performing public service. Any faculty member granted such leave shall return to work within ten (10) days

following the completion of the service for which the leave was granted.

13.600 JURY SERVICE AND SUBPOENA

Each faculty member who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the faculty member from the Administration. However, if a faculty member elects to charge the juror time off against leave without pay, the faculty member shall not be required to remit juror fees to the Administration. In no instance is a faculty member required to remit to the Administration any expense or mileage allowance paid by the Court. Faculty members shall not lose cumulative benefits because of juror service.

A faculty member subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the faculty member from the Administration. However, if a faculty member elects to charge witness time off against leave without pay, the faculty member shall not be required to remit the witness fees to the Administration. In no instance is a faculty member required to remit to the Administration any expenses or mileage allowances paid by the Court.

The Administration may request the Court to excuse faculty members from duty if they are needed for the proper operation of Western Montana College.

These provisions are in accordance with 2-18-619, M.C.A

13.700 PROFESSIONAL IMPROVEMENT LEAVES

Faculty members shall be eligible for short-term professional improvement leaves which shall include, but not be limited to, attendance at professional meetings, conferences, seminars and participation in job-related training courses and sessions. In all

cases where substitutes are utilized, the faculty member taking the leave shall secure the replacement subject to the approval of the Administration. Substitutes will not be compensated by the Administration.

Equitable procedures and criteria for applying for professional improvement leaves shall be developed by the labor-management committee.

Subject to availability of funds, such faculty member shall be entitled to reimbursement for travel expenses incurred in attendance at such meetings.

13.800 SABBATICAL ASSIGNMENT

13.810 FACULTY SABBATICAL

Any member of the academic faculty whose service totals seven (7) or more years shall be considered eligible to apply for sabbatical assignments. The granting of such assignments shall be guided by the rules and criteria listed below.

13.820 RULES AND CRITERIA GOVERNING SABBATICAL ASSIGNMENT

1. All applications for sabbatical assignment shall be submitted to the President of Western Montana College in the fall semester of the year preceding the year for which the assignment is being requested.

2. All such assignments shall be subject to budget limitations which may exist at Western Montana College at any time.

3. Criteria for eligibility for faculty sabbatical assignment:

   a. Faculty members may apply to the Vice President of Academic Affairs for sabbatical assignment. In assessing sabbatical assignment applications, the Administration will consider the following:

      1) service which is primarily teaching or research;

2) academic rank;

3) total length of service at Western Montana College; and

4) the type and quality of the proposed program.

b. Satisfactory programs or projects for sabbatical periods include research, travel, related work in other institutions or private or business organizations, or other activities which the President of Western Montana College, with the concurrence of the Board of Regents, agrees will improve the staff member professionally, or will directly or indirectly benefit the institution and the state.

c. Sabbatical assignments shall be for a period of not less than one academic semester or more than one academic year, except that upon approval of the Commissioner, sabbatical assignments may be granted for a period less than one academic semester. The salary paid during an assignment shall not exceed two-thirds of the academic year contract amount established for the individual at the time the leave is approved. Payments during the period of leave shall be received in equal monthly installments.

d. Recipients of sabbatical assignments from Western Montana College may avail themselves of fellowships, assistantships or other sources of limited income; however this policy shall not permit full-time employment for any person while on sabbatical assignment and receiving payments from Western Montana College.

e. Any faculty member receiving a sabbatical assignment will be expected to return to the College for at least one academic year or to repay money received from the College while on assignment.

13.900 LEAVES OF ABSENCE AND EDUCATIONAL LEAVES

After two (2) years of continuous service, members of the faculty shall be eligible to apply for a leave of absence without pay under the following procedures.

1. Request for leaves of absence without pay shall be made to the President of Western Montana College by March 1 for the next academic year and shall include a plan of the project or endeavor which the applicant intends to pursue while on leave.

2. Satisfactory programs or projects for such leave may include research, education, travel or related work in other institutions, private or business organizations, or other activities which the President of the College agrees will improve the faculty member professionally or will directly or indirectly benefit the institution or the state.

3. Every faculty member on leave from Western Montana College must inform the President's office in writing by February 1 of the proposed date of return from leave or must, by February 1, request an extension of the leave. Failure to do so may result in the lapse of the contract of employment and loss of tenure rights. Prior to any loss of tenure rights, the Administration will send written notice of its intention to the faculty member by certified mail. The faculty member shall have thirty (30) calendar days to respond to the Administration's letter and confirm the date of return from leave in order to retain tenure rights.

The time period for this leave shall not exceed two (2) years. There shall be no loss of rank or tenure status during the period of the leave of absence. The faculty member on leave shall be permitted to contribute to the group health insurance plan during the period of absence in accordance with applicable state law and regulation. Retirement credit may be purchased for the period of leave in accordance with applicable state law and regulation. Refusal to grant said leave must be for good cause; however, the President may limit the number of leaves per department.

14.000 GRIEVANCE PROCEDURE

14.100 GRIEVANCE PROCEDURE

The parties agree that they will make every reasonable effort to encourage the informal and prompt settlement of complaints which may arise between them. The orderly process herinafter set forth will be the method used for the resolution of all grievances.

14.200 DEFINITION

A "grievance" is a formal written allegation setting forth the redress sought, filed by a faculty member or by the Association, and stating that there has been a breach, misinterpretation or inequitable application of the terms of this Agreement.

14.300 INFORMAL PROCEDURE FOR FACULTY COMPLAINTS

Any faculty member may present and discuss a complaint with the Administration with or without a representative of the Association. Any settlement, withdrawal or disposition of a complaint at this informal state shall not constitute a precedent in the settlement of similar complaints.

14.400 FORMAL PROCEDURE FOR FACULTY GRIEVANCES

A grievance must be filed within thirty (30) working days from the date the faculty member or the Association knew or should have known of the circumstances which occasioned the grievance. Any grievance not processed in accordance with the time limit specified herein shall for the purpose of this Agreement be deemed null and without further recourse.

Step One: A grievance shall be filed with the College President or the designated grievance officer. The College President or grievance officer shall within five (5) working days of the receipt of the grievance meet with the grievant and an Association representative for the purpose of discussing the grievance. The grievance officer shall within ten (10) working days after the grievance meeting issue a decision with reasons in writing to the grievant and to the Association.

Step Two: If the grievance has not been settled at Step One, then within ten (10) working days after receipt of the written decision of the College President or the designated grievance officer, or the expiration of the time limits for making such decision, the grievant or the Association may file the grievance in writing with the Commissioner or his/her designee, together with a copy of the decision of the grievance officer. The Commissioner shall within ten (10) working days after receipt of the grievance issue a decision with reasons in writing to the grievant and to the Association.

Step Three: If the grievance has not been settled at Step Two, then within ten (10) working days after the receipt of the written decision of the Commissioner or his/her designee, the Association may initiate arbitration by giving notice to that effect, by registered mail, directed to the Commissioner with copies to the College President. The arbitrator shall be selected in the following manner:

1. The parties shall confer and may mutually agree upon any arbitrator. The parties shall consider the feasibility of utilizing the services of the Federal Mediation and Conciliation Service.

2. If the parties are unable to agree upon an arbitrator they shall request the Montana Board of Personnel Appeals to furnish forthwith a list of five (5) recommended arbitrators. The parties may select an arbitrator from the list so provided by striking the names of any who are unacceptable, and ranking in order of preference the remaining names (indicating the first choice as "number 1", the second as "number 2", and so forth). The neutral with the lowest aggregate numerical ranking shall be the arbitrator. If two neutrals are ranked equally, preference shall be given to that neutral who can convene arbitration in the shortest time.

3. In the event all names are stricken from the list furnished by the Board of Personnel Appeals, the parties shall request an

administrative appointment of an arbitrator be made by the American Arbitration Association.

The arbitrator shall establish procedural rules, conduct necessary hearings, and issue findings and awards to both parties within thirty (30) days of the termination of the hearings.

The arbitration award shall be final and binding on both parties. Within five (5) days after receipt of the arbitrator's awards, the parties will meet to discuss the findings and to work out procedures for implementation of the awards. Each party will bear its own costs. The actual and necessary costs of the arbitration proceedings will be shared equally.

14.500 MISCELLANEOUS PROVISIONS

The parties agree to make known to each other upon request and in a timely fashion all data relevant to the resolution of a grievance. The admissibility of any data knowingly withheld by any party from disclosure may be challenged in arbitration.

The parties agree that all grievance proceedings shall be kept confidential to the extent permitted by law, with the understanding that agents of both parties must confer with appropriate parties in interest and with each other.

In the event the parties mutually agree to stipulate to all relevant facts concerning a grievance, they may submit the grievance to the arbitrator in writing, and in such cases a formal hearing shall be considered waived.

No record relating in any manner to the processing of a grievance shall become part of the personnel records/files of any grievant or witness.

No reprisals shall be taken through action or omission against any participant in the grievance procedure because of such participation.

Any faculty member whose presence is required for disclosure, preparation or presentation of a grievance shall be granted release time upon written request by the Association substantiating the need for such release time.

14.600 FORMS

Such printed forms as are used in the implementation of the grievance process shall be jointly developed.

15.000 GENERAL CONTRACT PROVISIONS

15.100 SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to the parties to this Agreement shall be found contrary to law by competent authority, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

The parties will meet no later than thirty (30) calendar days after any such holding for the purpose of re-negotiating in good faith the provisions affected.

15.200 WAIVER CLAUSE

Regardless of any procedure set forth in this contract the signatory parties shall have the right to mutually agree upon any method for achieving goals; or for the resolution of any question, controversy, claim or matter of difference related to this Agreement or the performance or breach of any part thereof. No action taken under the provisions of this section shall constitute a past practice for future negotiations.

15.300 NON-NEGOTIABLE MATTERS

Any matter which is held to be illegal or non-negotiable at the execution of this contract but becomes legal or negotiable during its term, is a proper matter for the labor-management committee to discuss. If no resolution of the matter is reached without formal negotiations, the matter shall be placed on an agenda for future

negotiations. The parties by mutual agreement may meet and negotiate any such matter.

15.400 LEGISLATIVE ACTION

The Commissioner, the Administration and the Association agree that any provision of this Agreement requiring legislative action to permit its implementation shall not become effective until the legislature has given approval. The Board and the Association will cause to be introduced and will lend their support to the necessary proposed legislation. The parties agree that should such legislative action not be forthcoming, they will meet to renegotiate any affected provisions.

15.500 PRINTING COSTS

Costs for printing of this Agreement and all attachments herein shall be shared equally by the parties.

15.600 CONTROLLING CLAUSE

In the event of a conflict between existing or future Board of Regents, Administration and/or Association policies or practices and this Agreement, the terms of this Agreement shall apply during its duration. No change, revision, alteration or modification of this contract shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto, any other provision of this Agreement notwithstanding.

15.700 ENTIRE AGREEMENT

This Agreement constitutes the entire negotiated Agreement between the Commissioner, the Administration and the Association and supercedes any previous regulations, faculty contracts, previous practices, or policies which are in conflict with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all faculty members in the bargaining unit.

15.800 EXHAUSTION OF REMEDIES

Failure by any faculty member or by the Association to exhaust any remedial procedure existing within the policies or procedures of the College, excepting those provided or incorporated herein, shall

not in any manner affect the faculty member's right or the Association's right to litigate.

15.900 NO STRIKE - NO LOCKOUT

The parties agree that bargaining unit members shall not strike or engage in a work slowdown or stoppage and that the Administration shall not lockout bargaining unit members during the term of this Agreement.

15.910 STATUTE CHANGES

Any change in state statutes brought about by legislative action which modify these benefits will be applied forthwith by the Administration.

15.920 TRAVEL EXPENSES

Expenses incurred for travel, meals, lodging, and miscellaneous items shall be reimbursed in accordance with 2-18-501, M.C.A., as amended. The Vice President of Academic Affairs has the right to approve the use of a personal car at the maximum reimbursement rate allowed by law provided in his/her judgment it is in the best interest of the College, taking into account the optimal use of the faculty member's time.

16.000 FUTURE NEGOTIATIONS

16.100 NEGOTIATIONS SCHEDULE

In view of the serious problems generated by the current low level of financial support for the Montana University System -- especially, but certainly not exclusively, in the area of faculty salaries -- the Association and the Board of Regents agree to work actively and cooperatively on a plan to increase funding for the 1987-88, 1988-89 biennium. Pre-budgetary negotiations between the Association and the Regents will begin on a mutually agreeable date. The goal of these negotiations will be to establish a common position in the levels of financial support for faculty salaries and operational support costs, a position which will be advocated and defended to the Governor of Montana prior to the formulation of the Executive Budget and to the Montana State Legislature as part of the Regents' budget recommendations. It is further agreed that

the Federation and the Regents will mutually advocate funding sufficient to allow full-time summer session salaries to be set at one-third (1/3) of academic year salaries.

16.200 DURATION CLAUSE

This Agreement shall be in full force and effect from the date of July 1, 1985, to and including June 30, 1987, and shall be considered renewed from year to year thereafter unless either party to this Agreement notifies the other party in writing not later than sixty (60) days prior to the expiration of the Agreement of its desire to modify or terminate the Agreement. Negotiations on proposed modifications shall commence at the earliest possible time.

16.300 NEGOTIATIONS FORMAT

Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating teams.

APPENDIX 1

EVALUATION PROCEDURES

The evaluation of probationary faculty involves the following steps:

1. The faculty member will set forth academic goals in the fall and assess progress towards these goals in the spring of each year. The faculty member may also collect materials relevant to the evaluation process and submit them to the Vice President of Academic Affairs. Such materials should be concise.

2. If the faculty member wishes to have peer review carried out, the probationary faculty member shall inform the Vice President of the names of the other faculty members to carry out the review. The Vice President shall contact these individuals and make arrangements for the review. The Vice President may also contact additional faculty members to solicit their views.

3. Each division chairperson shall complete a yearly summary sheet on the performance of the faculty members who are teaching in their respective programs.

4. Students will evaluate faculty classroom performance each year in a course chosen by the faculty member and in a course representative of the faculty assignment chosen by the Vice President. The instrument for student evaluation may be modified by Agreement of the Vice President of Academic Affairs and the Association President.

5. The Vice President may contact other administrative personnel to obtain relevant information concerning the faculty member being reviewed. Such information must be in writing.

6. The Vice President shall consider materials gathered from the source listed in Section 9.110 and prepare an evaluation summary for each probationary faculty member evaluating that individual pursuant to the interim of Section 9.110.

7. The summaries of the peer and student evaluations and the Vice President for Academic Affairs' evaluation shall be made available to the tenure and promotion committee at such time(s) as the faculty member is considered for tenure or promotion. Tenured faculty shall be evaluated by students utilizing the procedures and instruments selected in paragraph 4 above. The Vice President shall administer the evaluation and determine appropriate deadlines for the submission of materials.

8. Forms will be used in the evaluation procedures New and modified forms will be implemented upon Agreement of the Vice President for Academic Affairs and the Association President.

#1
Confidential

Evaluator_____

PEER EVALUATION FORM FOR TEACHING

Name_____ Date_____

Rank_____ Degrees_____

Discipline_____ Years of Professional Experience___

Number of Years Experience at Western Montana College_____

EVALUATION

PROFESSIONAL PERFORMANCE	Numerical Score	Comments (Use back if necessary)
Familiarity with subject matter		
Presentation of factual and conceptual material		
Inspires and stimulates students		
Willingness to help or counsel students		
Publication and research in field		
Professional activities in field other than publication and research		
GENERAL PERFORMANCE		
Contribution to the College outside major responsibility committee and other duties)		
Attitudes (cooperation, dependability, etc.)		
Recent professional improvements		
Outside activities (civic responsibilities, etc.)		

COMMENTS OR NARRATIVE EVALUATION (Use other side if necessary):

NUMERICAL SCORING KEY
1 = Needs Improvement
2 = Satisfactory
3 = Excellent

_____
Faculty Member

#2

DIVISION CHAIRPERSON FACULTY EVALUATION

NAME _____ DATE _____

Indicate the contribution of the faculty member to your program.

OUTSTANDING	GOOD	AVERAGE	POOR

1. What has the instructor contributed to this program?

2. What has the instructor contributed to his discipline?

3. What has the instructor contributed to College strength?

_____
Division Chairperson

Attach to the back of this form any documents you wish to forward with this recommendation.

_____
Faculty Member

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into by the Commissioner of Higher Education as agent for the Board of Regents of Higher Education on behalf of Western Montana College and by the Western Montana College Faculty Association, Local 4323, MFT, AFT, AFL-CIO, is for the purpose of clarifying and interpreting certain provisions of the collective bargaining Agreement between the parties for the period July 1, 1985 through June 30, 1987.

1. The definitions employed in the above-referenced collective bargaining Agreement apply to this memorandum of understanding.

2. With respect to tenure status as provided for in Section 9.200 et. seq., it is the intent of the parties that the following not be adversely affected solely because of the adoption of a terminal degree requirement for tenure: Richard Sietsema, and Otis Thompson

   These named individuals, all of whom were employed by Western Montana College prior to the 1983-84 academic year may remain on probationary 1.status beyond the time periods provided for in 9.210 TENURE REVIEW. While in such probationary status these individuals shall be subject to all applicable provisions of the collective bargaining Agreement. However, these individuals will not be terminated solely on the basis that they lack the appropriate terminal degree(s) for their disciplines. Should any of these individuals obtain the appropriate terminal degree, they may apply for tenure review to the Vice President of Academic Affairs. In such case the review shall be as provided for in Section 9.200 et. seq.

3. Western Montana College shall provide assistance, within the limits of its resources, to any individual seeking to implement a plan of study leading to the award of the appropriate terminal degree(s). Western Montana College shall assist these individuals in seeking non-campus sources of funding to pursue plans of study leading to the appropriate terminal degree(s).

4. With respect to consideration for promotion as provided for in 9.300 et. seq., it is the intent of the parties that the following not be adversely affected solely because of the adoption of a terminal degree requirement for promotion: Jerold A. Hilton, David L. Kendall, Bonnie J. Sheriff, and Dona J. Wallace

These named tenured individuals, all of whom were employed by Western Montana College at the rank of assistant professor prior to the 1983-84 academic year, shall be eligible for consideration for promotion to the rank of associate professor as follows.

It is expected that most candidates for an associate professorship will have received the appropriate terminal degrees in their fields. However, it is also understood that on occasion an individual who has not received such a degree may merit a promotion based upon exemplary performance. Furthermore the candidate must have demonstrated above average academic maturity and judgment. There must be concrete and indisputable evidence of the candidate's dedication to the profession and above all the candidate should possess irreproachable integrity as a scholar. Promotion is not automatic but must be earned through meritorious service and academic excellence. The provisions of 9.300, 9.310, other than the terminal degree requirement, apply to these individuals.

It is the intent of the parties that promotion to full professorship requires possession of the appropriate terminal degree.

MEMORANDUM OF UNDERSTANDING

During the 1986-87 academic year the following provision shall be substituted for the third paragraph in Section 7.220.

If the faculty workload committee determines that an individual faculty member is carrying an inequitable workload, such faculty member shall be eligible for additional compensation at the rate of 1.33 times the rate of the current continuing education rate per class hour. It is understood workload includes class loads, committee assignments, and advising.

Any alleged inequity of workload may be referred to the faculty workload committee within the first two (2) weeks of the semester. The committee shall consist of two (2) Association appointees and two (2) Administration appointees. Any differences unresolved by the committee shall be decided by the President of the College. The committee shall consider all alleged inequities in light of division workloads. The committee may prescribe forms for reporting assignments.

DATED THIS 1st day of July, 1985.

FOR THE BOARD OF REGENTS:

Carrol Krause

Carrol Krause
Commissioner of Higher Education

FOR THE ASSOCIATON:

Kristin K. Parker

President
Western Montana College
Faculty Association,
Local 4323, MFT, AFT, AFL-CIO

Chief Spokesperson

Chief Spokesperson

Doug Headrick

President
Western Montana College

Henry W. Worrall

Glen D. Leavitt